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Where there is a conflict of authority, we could wish a more thorough analysis of the opposing considerations.¹⁰

It is not a book to which one can go for help in grappling with the difficulties of rescission. Thus in the chapter on rescission for breach of contract,¹¹ there is nothing on the right of the party at fault to recover for work done before the rescission.¹² The questions, why is a mistake a ground for rescission and what is a material mistake, receive only unsystematic attention.¹³ Mr. Black is to be thanked for repudiating the mistake of law delusion,¹⁴ but we must go to Woodward¹⁵ for arguments which will free judges from that obsession.

A minor fault, but one which is becoming so common in law books that it ought to be noticed, is the use of the legal slang "breaches a contract"¹⁶ instead of the expressive "breaks."

In conclusion, we would suggest that reformation is so closely allied to rescission that the two subjects could profitably be treated together in a discussion of the principles which govern attack on an apparently valid legal transaction.

ZECHARIAH CHAFEE, JR.

MAGNA CHARTA AND OTHER ADDRESSES. By William D. Guthrie. New York: Columbia University Press. 1916. pp. vi, 282.

An address before the Constitutional Convention of the State of New York, a banquet speech before the Mayflower descendants, addresses before bar associations and a political convention, remarks at the dedication of a Roman Catholic parochial school — these are some of the papers here collected. The topics are as varied as the occasions; but the papers have in common the quality of proceeding from the point of view of an experienced and conservative lawyer. Perhaps the paper most pertinent to the present time is the one denouncing direct primaries (pp. 219-46); and certainly the paper most obviously of permanent utility is the one on the Eleventh Amendment (pp. 87-129).

EUGENE WAMBAUGH.

THE LAW OF PROMOTERS. By Manfred W. Ehrlich. Albany: Matthew Bender and Company. 1916. pp. lxi, 645.

This treatise, well arranged and carefully indexed, attempts to present a comprehensive summary of the law relative to the formation of corporations. The field has been covered with thoroughness. Both the American and English cases on the subject have been consulted, and a large part of the text consists of lengthy quotations from them, and of summaries of their holdings. Occasionally the author expresses his own opinions, though not always either very fluently or very fortunately. For example, it may perhaps be doubted that specific performance of a contract to form a corporation will never be decreed (§ 38).

The book should be of some value to attorneys practicing in this field, because of its collection and arrangement of authorities. Especially should this be true of the chapters on secret and lawful profits (containing an exhaustive statement of the Old Dominion litigation). It is, however, difficult to say that the author's avowed purpose — to benefit the academic student of the law — has been fulfilled.

RAEBURN GREEN.

¹⁰ *E. g.*, § 128 on unilateral mistake.

¹¹ Chapter viii, Failure, Refusal, or Impossibility of Performance.

¹² Fully discussed by WOODWARD, QUASI-CONTRACTS, ch. x.

¹³ § 134 *ff.* Compare the valuable analysis in POLLOCK, CONTRACTS, ch. ix.

¹⁴ § 147.

¹⁵ WOODWARD, QUASI-CONTRACTS, ch. iii.

¹⁶ § 5.